

UNITED STATES COURT OF APPEALS
FOR THE EIGHTH CIRCUIT

NATIONAL LABOR RELATIONS BOARD	:	
	:	
Petitioner	:	No.
v.	:	
	:	Board Case No.:
PREMIER ENVIRONMENTAL SOLUTIONS, LLC	:	14-CA-198879
	:	
Respondent	:	

JUDGMENT ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

Before:

This cause was submitted upon the application of the National Labor Relations Board for summary entry of a judgment against Premier Environmental Solutions, LLC, its officers, agents, successors, and assigns, enforcing its order dated January 25, 2018, reported at 366 NLRB No. 8, in Case No. 14-CA-198879, and the Court having considered the same, it is hereby:

ORDERED AND ADJUDGED by the Court that the Respondent, Premier Environmental Solutions, LLC, its officers, agents, successors, and assigns, shall abide by said order (See Attached Order, Appendix and Attachment A).

Mandate shall issue forthwith.

DATED:

NATIONAL LABOR RELATIONS BOARD

v.

PREMIER ENVIRONMENTAL SOLUTIONS, LLC

ORDER

Premier Environmental Solutions, LLC, Sterling Heights, Michigan, its officers, agents, successors, and assigns, shall

1. Cease and desist from

- (a) Failing to bargain collectively and in good faith with Teamsters Local Union No. 838, affiliated with International Brotherhood of Teamsters (the Union), as the exclusive collective-bargaining representative of the unit employees by, without the Union's consent, failing to continue in effect the terms and conditions of the collective-bargaining agreement effective since January 7, 2015, by (1) failing to pay unit employees according to the terms of the agreement; (2) deducting union dues from unit employees' paychecks in excess of the amounts provided for in the agreement, and (3) failing to remit, as provided for in the agreement, unit employees' union dues and/or initiation fees that were properly deducted from their paycheck. The unit is:

All full-time and regular part-time warehouse equipment operators employed by the Respondent in the Recycle Center at the Ford Kansas City Assembly Plant located in Kansas City, Missouri.

- (b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

- (a) Make unit employees whole for unpaid wages and excess deductions for union dues in the amounts set forth in Attachment A to this decision, plus interest accrued to the date of payment, and minus tax withholding required by Federal and State laws, as set forth in the remedy section of this decision.

- (b) Compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 14, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year.
- (c) Remit to the Union unit employees' union dues and/or initiation fees that were properly deducted from their paychecks in the amount of \$1158, as set forth in Attachment A to this decision, with interest in the manner set forth in the remedy section of this decision.
- (d) Within 14 days after service by the Region, duplicate and mail, at its own expense and after being signed by the Respondent's authorized representative, copies of the attached notice marked "Appendix" to all employees who were employed by the Respondent at its Kansas City, Missouri facility at any time since January 1, 2017. In addition to physical mailing of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means.
- (e) Within 21 days after service by the Region, file with the Regional Director for Region 14 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX

NOTICE TO MEMBERS AND EMPLOYEES

**MAILED PURSUANT TO A JUDGMENT OF THE UNITED STATES
COURT OF APPEALS ENFORCING AN ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union

Choose representatives to bargain with us on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT fail to bargain collectively and in good faith with Teamsters Local Union No. 838, affiliated with International Brotherhood of Teamsters (the Union), as the exclusive collective-bargaining representative of the unit employees by, without the Union's consent, failing to continue in effect the terms and conditions of the collective-bargaining agreement effective since January 7, 2015, by (1) failing to pay unit employees according to the terms of the agreement; (2) deducting union dues from unit employees' paychecks in excess of the amounts provided for in the agreement, and (3) failing to remit, as provided for in the agreement, unit employees' union dues and/or initiation fees that were properly deducted from their paycheck. The unit is:

All full-time and regular part-time warehouse equipment operators employed by the Respondent in the Recycle Center at the Ford Kansas City Assembly Plant located in Kansas City, Missouri.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights listed above.

WE WILL make unit employees whole for unpaid wages and excess deductions for union dues in the amounts set forth in Attachment A to the Board's decision, plus interest accrued to the date of payment, and minus tax withholding required by Federal and State laws.

WE WILL compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum backpay awards, and file with the Regional Director for Region 14, within 21 days of the date the amount of backpay is fixed, either by agreement or Board order, a report allocating the backpay award to the appropriate calendar year.

WE WILL remit to the Union unit employees' union dues and/or initiation fees that were properly deducted from their paychecks in the amount of \$1158, as set forth in Attachment A to this decision, with interest in the manner set forth in the remedy section of this decision.

PREMIER ENVIRONMENTAL SOLUTIONS, LLC

The Board's decision can be found at <http://www.nlr.gov/case/14-CA-198879> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



ATTACHMENT A

Unit Employee/ Charging Party	Union Dues (Refund to Employees)	Union Dues (Remit to Union)	Unpaid Wages
Teamsters Local Union No. 838		\$1158.00	
Armstrong, John	\$107.00		\$500.00
Cady, Brent	107.00		
James, Joseph	80.00		575.00
Luna, Brian	80.00		
Mcquillen, Holden	107.00		401.75
Norman, Andrew	80.00		913.28
Short, Kevin	107.00		460.00
Stigall, Miles	107.00		650.00
Stone, Cody	107.00		
Vanwinkle, Victor	80.00		502.04
Wilson, Darren	80.00		
	\$1,042.00	\$1158.00	\$4002.07